

EXHIBIT 9

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
ERIC GOLDFINE SELF-EMPLOYED
RETIREMENT PLAN,

PLAINTIFF,
Index No.:
50591/2020

-against-

68 BURNS NEW HOLDINGS, INC., GIDEON
RAVIV, PEOPLE OF THE STATE OF NEW YORK
BY THE NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE, JANE DOE and
JOHN DOE,

DEFENDANTS.

-----X
68 BURNS NEW HOLDINGS, INC.,

THIRD-PARTY PLAINTIFF,

-against-

334 CORP.,

THIRD-PARTY DEFENDANT.

-----X
DATE: AUGUST 22, 2022

TIME: 1:35 P.M.

EXAMINATION BEFORE TRIAL of the
Defendant, GIDEON RAVIV, taken by the
Plaintiff, pursuant to a Court order, held
at Rosenberg, Fortuna & Laitman, LLP, 666
Old Country Road, Garden City, New York
11530, before Robert J. Cummings, Jr., a
Notary Public of the State of New York.

<p style="text-align: right;">Page 2</p> <p>1</p> <p>2 A P P E A R A N C E S:</p> <p>3</p> <p>McCABE & MACK, LLP</p> <p>4 Attorneys for the Plaintiff</p> <p>ERIC GOLDFINE SELF-EMPLOYED</p> <p>5 RETIREMENT PLAN</p> <p>63 Washington Street</p> <p>6 Poughkeepsie, New York 12601</p> <p>BY: RICHARD R. DuVALL, ESQ.</p> <p>7</p> <p>ROSENBERG, FORTUNA & LAITMAN, LLP</p> <p>Attorneys for the Third-Party Plaintiff</p> <p>9 68 Burns New Holdings, Inc.</p> <p>666 Old Country Road</p> <p>10 Suite 810</p> <p>Garden City, New York 11530</p> <p>11 BY: ANTHONY R. FILOSA, ESQ.</p> <p>12</p> <p>13</p> <p>14 ALSO PRESENT:</p> <p>15 Eric Goldfine</p> <p>16</p> <p>17</p> <p>18 * * *</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1</p> <p>2 221. UNIFORM RULES FOR THE</p> <p>CONDUCT OF DEPOSITIONS</p> <p>3</p> <p>221.3 Communication with the deponent</p> <p>4 An attorney shall not interrupt the</p> <p>deposition for the purpose of communicating</p> <p>5 with the deponent unless all parties</p> <p>consent or the communication is made for</p> <p>6 the purpose of determining whether the</p> <p>question should not be answered on the</p> <p>7 grounds set forth in section 221.2 of these</p> <p>rules and, in such event, the reason for</p> <p>8 the communication shall be stated for the</p> <p>record succinctly and clearly.</p> <p>9</p> <p>10 IT IS FURTHER STIPULATED AND AGREED</p> <p>that the transcript may be signed before</p> <p>11 any Notary Public with the same force and</p> <p>effect as if signed before a clerk or a</p> <p>12 Judge of the court.</p> <p>13</p> <p>IT IS FURTHER STIPULATED AND AGREED</p> <p>14 that the examination before trial may be</p> <p>utilized for all purposes as provided by</p> <p>15 the CPLR.</p> <p>16</p> <p>IT IS FURTHER STIPULATED AND AGREED</p> <p>17 that all rights provided to all parties by</p> <p>the CPLR cannot be deemed waived and the</p> <p>18 appropriate sections of the CPLR shall be</p> <p>controlling with respect hereto.</p> <p>19</p> <p>20 IT IS FURTHER STIPULATED AND AGREED</p> <p>by and between the attorneys for the</p> <p>21 respective parties hereto that a copy of</p> <p>this examination shall be furnished,</p> <p>22 without charge, to the attorneys</p> <p>representing the witness testifying herein.</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 3</p> <p>1</p> <p>2 221. UNIFORM RULES FOR THE</p> <p>CONDUCT OF DEPOSITIONS</p> <p>3 221.1 Objections at Depositions</p> <p>(a) Objections in general. No objections</p> <p>4 shall be made at a deposition except those</p> <p>which, pursuant to subdivision (b), (c) or</p> <p>5 (d) of Rule 3115 of the Civil Practice Law</p> <p>and Rules, would be waived if not</p> <p>6 interposed, and except in compliance with</p> <p>subdivision (e) of such rule. All</p> <p>7 objections made at a deposition shall be</p> <p>noted by the officer before whom the</p> <p>8 deposition is taken, and the answer shall</p> <p>be given and the deposition shall proceed</p> <p>9 subject to the objections and to the right</p> <p>of a person to apply for appropriate relief</p> <p>10 pursuant to Article 31 of the CPLR.</p> <p>(b) Speaking objections restricted. Every</p> <p>11 objection raised during a deposition shall</p> <p>be stated succinctly and framed so as not</p> <p>12 to suggest an answer to the deponent and,</p> <p>at the request of the questioning attorney,</p> <p>13 shall include a clear statement as to any</p> <p>defect in form or other basis of error or</p> <p>14 irregularity. Except to the extent</p> <p>permitted by CPLR Rule 3115 or by this</p> <p>15 rule, during the course of the examination</p> <p>persons in attendance shall not make</p> <p>16 statements or comments that interfere with</p> <p>the questioning.</p> <p>17 221.2 Refusal to answer when objection is</p> <p>made. A deponent shall answer all questions</p> <p>18 at a deposition, except (i) to preserve a</p> <p>privilege or right of confidentiality, (ii)</p> <p>19 to enforce a limitation set forth in an</p> <p>order of the court, or (iii) when the</p> <p>20 question is plainly improper and would, if</p> <p>answered, cause significant prejudice to</p> <p>21 any person. An attorney shall not direct</p> <p>a deponent not to answer except as provided</p> <p>22 in CPLR Rule 3115 or this subdivision.</p> <p>Any refusal to answer or direction not to</p> <p>23 answer shall be accompanied by a succinct</p> <p>and clear statement of the basis therefor.</p> <p>24 If the deponent does not answer a question,</p> <p>the examining party shall have the right to</p> <p>25 complete the remainder of the deposition.</p>	<p style="text-align: right;">Page 5</p> <p>1 G. RAVIV</p> <p>2 GIDEON RAVIV, called as a</p> <p>3 witness, having been first duly sworn by a</p> <p>4 Notary Public of the State of New York, was</p> <p>5 examined and testified as follows:</p> <p>6 EXAMINATION BY</p> <p>7 MR. DUVALL:</p> <p>8 Q. Please state your name for the</p> <p>9 record.</p> <p>10 A. Gideon Raviv.</p> <p>11 Q. What is your address?</p> <p>12 A. 70-25 Yellowstone Boulevard,</p> <p>13 Forest Hills, New York 11375.</p> <p>14 Q. Good afternoon, Mr. Raviv, my</p> <p>15 name is Rick DuVall. I am a lawyer for the</p> <p>16 plaintiff in this case. I have a series of</p> <p>17 questions for you.</p> <p>18 You were present for Mr.</p> <p>19 Goldfine's deposition on Friday, is that</p> <p>20 right?</p> <p>21 A. Yes.</p> <p>22 Q. You were present this morning</p> <p>23 when Julian Wohlgemuth testified, is that</p> <p>24 right?</p> <p>25 A. Yes.</p>

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1 G. RAVIV

2 Q. So, this deposition is going to

3 proceed under the same ground rules.

4 Please take your time, make sure that I am

5 finished with my question before you start

6 your answer.

7 I would ask that you make all

8 of your responses out loud so the

9 stenographer can take everything down.

10 If you would like to take a

11 break, please just raise your hand, let me

12 know, I would be happy to let you do that.

13 I would just ask that you answer any

14 question that's pending before we do that.

15 Are those instructions all

16 clear?

17 A. Okay.

18 Q. Tell me, sir, are you employed

19 currently?

20 A. What?

21 Q. Do you have a job? Are you

22 employed?

23 A. I am self-employed.

24 Q. How are you self-employed, what

25 do you do?

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1 G. RAVIV

2 A. I maintain my properties.

3 Q. How long has that been your

4 primary occupation?

5 A. 24 years.

6 Q. Prior to the last 24 years did

7 you work for someone or some company?

8 A. I worked with a company. I

9 worked. We manufacture handbags.

10 Q. Handbags, as in purses?

11 A. Yes.

12 Q. Was that your company, sir?

13 A. Yes, sir.

14 Q. Did you sell the company?

15 A. No.

16 Q. Did it go out of business?

17 A. I stopped working, yeah.

18 Q. 24 years would be the late

19 1990's?

20 A. 1998.

21 Q. In 1998, is that when you

22 started to acquire properties?

23 A. Yes, sir.

24 Q. What sort of properties did you

25 acquire?

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1 G. RAVIV

2 A. The first one I acquired I

3 Googled apartment on Burns Street in Forest

4 Hills, New York.

5 Q. What type of properties were

6 those?

7 A. It was 26 units, cooperative

8 apartments.

9 Q. What was the address for those

10 apartments?

11 A. 6812, 6820, 6830, 6836, 6844

12 Burns Street.

13 Q. Burns, B-U-R-N-S, like the name

14 of the company in this case?

15 A. Correct.

16 Q. Did you form 68 Burns New

17 Holdings, Inc. in order to acquire those

18 apartments?

19 A. I acquired the company with the

20 inventory.

21 Q. The company already owned the

22 cooperative units at the time you purchased

23 the company?

24 A. Correct.

25 Q. From whom did you acquire the

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1 G. RAVIV

2 company?

3 A. What?

4 Q. Who did you acquire 68 Burns

5 New Holdings from?

6 A. FDIC, Federal Department

7 Insurance Corporation.

8 Q. Was that the result of a

9 foreclosure?

10 A. I don't know what they do. I

11 bought it from them, not from foreclosure.

12 Q. Over the years has 68 Burns New

13 Holdings acquired other property besides

14 those cooperative units?

15 A. Yes, sir.

16 Q. What property is that?

17 A. It was land mostly.

18 Q. Was it the land in question in

19 Hyde Park, Dutchess County, New York?

20 A. Yeah. Other ones too.

21 Q. Was there other real estate at

22 68 Burns acquired also?

23 A. We acquired other in Red Hook,

24 New York, another property.

25 Q. Does it still own that

<p style="text-align: right;">Page 10</p> <p>1 G. RAVIV</p> <p>2 property?</p> <p>3 A. No.</p> <p>4 Q. What became of that property?</p> <p>5 A. Say it again?</p> <p>6 Q. Did 68 Burns sell that Red Hook</p> <p>7 property?</p> <p>8 A. Yes.</p> <p>9 Q. When was that?</p> <p>10 A. I don't recall.</p> <p>11 Q. Many years ago?</p> <p>12 A. 10, 15 years ago.</p> <p>13 Q. Did 68 Burns acquire the</p> <p>14 property in Hyde Park at the same time as</p> <p>15 it acquired the cooperative units?</p> <p>16 A. No.</p> <p>17 Q. It acquired the Hyde Park</p> <p>18 property later?</p> <p>19 A. Yes, sir.</p> <p>20 Q. Other than the cooperative</p> <p>21 apartments and the Hyde Park land at</p> <p>22 question in this case, and the Red Hook</p> <p>23 property, has 68 Burns owned other</p> <p>24 properties over the years?</p> <p>25 A. I don't recall.</p>	<p style="text-align: right;">Page 12</p> <p>1 G. RAVIV</p> <p>2 Q. 305,000?</p> <p>3 A. Yes.</p> <p>4 Q. Was that paid all in cash at</p> <p>5 the time?</p> <p>6 A. No. It was paid partial, then</p> <p>7 they gave me a credit, and they reduced it.</p> <p>8 Q. Can you explain that, please,</p> <p>9 what happened?</p> <p>10 A. They made a mistake and they</p> <p>11 didn't explain exactly what was in the</p> <p>12 property. And it was something that they</p> <p>13 really didn't correctly produce a real</p> <p>14 understanding to the property when I bought</p> <p>15 it. And they told me everything is okay.</p> <p>16 And it happened to be on the road going</p> <p>17 between Route 9 to the property, there is,</p> <p>18 how it's called, one part was village</p> <p>19 sewage on the road, does not belong to the</p> <p>20 property. And there is a basketball field</p> <p>21 on the property. I told them to move it.</p> <p>22 They said, no, we cannot move it.</p> <p>23 Q. Did this happen after you had</p> <p>24 already purchased the property or was it</p> <p>25 while --</p>
<p style="text-align: right;">Page 11</p> <p>1 G. RAVIV</p> <p>2 Q. Who are the shareholders of 68</p> <p>3 Burns now?</p> <p>4 A. Me.</p> <p>5 Q. Nobody else?</p> <p>6 A. No.</p> <p>7 Q. Over the years has 68 Burns had</p> <p>8 other shareholders besides yourself during</p> <p>9 the time that you owned it?</p> <p>10 A. I had a partner in the</p> <p>11 beginning between 1998 to 2000.</p> <p>12 Q. What happened to that partner's</p> <p>13 shares?</p> <p>14 A. We closed the relationship</p> <p>15 between us, and I bought the other side.</p> <p>16 Q. So, since then you have been</p> <p>17 the only shareholder?</p> <p>18 A. Correct.</p> <p>19 Q. Are you the only employee or</p> <p>20 officer of 68 Burns?</p> <p>21 A. Yes.</p> <p>22 Q. When 68 Burns acquired the</p> <p>23 property at Hyde Park, do you know how much</p> <p>24 you paid for it?</p> <p>25 A. 305.</p>	<p style="text-align: right;">Page 13</p> <p>1 G. RAVIV</p> <p>2 A. Well, I --</p> <p>3 Q. Please wait.</p> <p>4 Did this adjustment happen</p> <p>5 after you had already purchased the</p> <p>6 property, or while you were in contract to</p> <p>7 purchase the property?</p> <p>8 A. I was in contract. It was</p> <p>9 signed, and they got the deposit. And</p> <p>10 after that, we went to change the property</p> <p>11 again, which find it out that something is</p> <p>12 wrong.</p> <p>13 Q. As a result of that do I</p> <p>14 understand you correctly that the price was</p> <p>15 reduced?</p> <p>16 A. Because of the defective</p> <p>17 situation of the property.</p> <p>18 Q. What was the price reduced to?</p> <p>19 A. I don't remember. 255 to 150,</p> <p>20 something like that.</p> <p>21 Q. Whatever that price was, was</p> <p>22 that all paid to the FDIC at the closing?</p> <p>23 A. Correct.</p> <p>24 Q. Did you borrow money from</p> <p>25 anyone in order to make that payment to the</p>

<p style="text-align: right;">Page 14</p> <p>1 G. RAVIV</p> <p>2 FDIC?</p> <p>3 A. No.</p> <p>4 Q. That was in 2002, is that</p> <p>5 right?</p> <p>6 A. 2001, 2002.</p> <p>7 Q. Did there come a point in time</p> <p>8 when 68 Burns borrowed money from 334 Corp,</p> <p>9 or Stanley Gallant?</p> <p>10 A. I think it started in 2003,</p> <p>11 2004.</p> <p>12 Q. How did that come about?</p> <p>13 A. We been in connection with</p> <p>14 another company, and it's called SWJ, or</p> <p>15 something. They have been together, the</p> <p>16 two people, and then they split. And then</p> <p>17 I don't remember the name at the moment.</p> <p>18 It was another company.</p> <p>19 Q. Who did you understand were the</p> <p>20 individuals involved in SWJ, or whatever it</p> <p>21 was?</p> <p>22 A. You know better than me. Give</p> <p>23 me the idea. What's the name before, and I</p> <p>24 will tell you. In the beginning in 2001</p> <p>25 when the same people were another name,</p>	<p style="text-align: right;">Page 16</p> <p>1 G. RAVIV</p> <p>2 you? You said your memory is not so great.</p> <p>3 All I am asking you to do is try your best.</p> <p>4 A. Your memory is better than</p> <p>5 mine. I don't remember 21 years ago the</p> <p>6 meeting between the two of us.</p> <p>7 Q. One other instruction, if I</p> <p>8 may. As we progress through this</p> <p>9 deposition, if you remember something that</p> <p>10 you didn't remember earlier, please just</p> <p>11 pipe up because I am happy to have it.</p> <p>12 It's not unusual that we remember something</p> <p>13 as we spend time in a discussion. If</p> <p>14 that's the case, raise your hand, ask your</p> <p>15 lawyer to pipe up, and we will be happy</p> <p>16 either to change something if you misspoke,</p> <p>17 or fill in an answer that you couldn't</p> <p>18 recall earlier. Is that all right?</p> <p>19 A. I don't know if it's all right,</p> <p>20 but I have to talk to my lawyer with the</p> <p>21 subject that you are asking me.</p> <p>22 Q. Okay. So, do I understand that</p> <p>23 Mr. Wohlgemuth, or some company that he was</p> <p>24 with, made you a loan for the cooperative</p> <p>25 units first?</p>
<p style="text-align: right;">Page 15</p> <p>1 G. RAVIV</p> <p>2 make a loan on the apartment, they been in</p> <p>3 another name.</p> <p>4 Q. What were the names of the</p> <p>5 people?</p> <p>6 A. I think it was Gallant and</p> <p>7 Julian Wohlgemuth, but they find themselves</p> <p>8 in one combination under one umbrella with</p> <p>9 another name.</p> <p>10 Q. Understood. How did you meet</p> <p>11 either Mr. Wohlgemuth or Mr. Gallant?</p> <p>12 A. I don't remember.</p> <p>13 Q. Do you know when you first met</p> <p>14 either of them?</p> <p>15 A. I think I met him, Gallant, in</p> <p>16 the beginning of 2001, and he came to see</p> <p>17 the apartment a day in Forest Hills.</p> <p>18 Q. Did someone introduce the two</p> <p>19 of you?</p> <p>20 A. I don't recall now. That was</p> <p>21 21 years ago. My memory is not too good.</p> <p>22 Q. Well, you are going to do your</p> <p>23 best, right with us today?</p> <p>24 A. Say it again?</p> <p>25 Q. You will do your best, won't</p>	<p style="text-align: right;">Page 17</p> <p>1 G. RAVIV</p> <p>2 A. It was only the apartment,</p> <p>3 period. At this time I didn't own the</p> <p>4 property.</p> <p>5 Q. Did this company, Mr.</p> <p>6 Wohlgemuth's company, loan you the money to</p> <p>7 help you purchase 68 Burns?</p> <p>8 A. No.</p> <p>9 Q. For what purpose did you borrow</p> <p>10 money related to the apartments from Mr.</p> <p>11 Wohlgemuth or his company?</p> <p>12 A. To buy out the apartment with</p> <p>13 the partner.</p> <p>14 Q. What was your partner's name?</p> <p>15 A. Ziva something. I don't</p> <p>16 remember what.</p> <p>17 Q. How much was loaned by Julian</p> <p>18 or his company to help you buy out Ziva?</p> <p>19 A. I think around 250,000.</p> <p>20 Q. Was that a secured loan, did it</p> <p>21 have collateral?</p> <p>22 A. The apartment was collateral.</p> <p>23 Q. After that loan did you do any</p> <p>24 borrowing from Julian, or any company that</p> <p>25 you thought he was associated with?</p>

<p style="text-align: right;">Page 18</p> <p>1 G. RAVIV</p> <p>2 A. I think in 2003 or 2004 they</p> <p>3 gave me additional money.</p> <p>4 Q. What purpose was that loan for?</p> <p>5 A. I don't recall.</p> <p>6 Q. Was that loan also secured?</p> <p>7 A. I don't recall. I cannot tell</p> <p>8 you what I don't remember.</p> <p>9 Q. Did there come a point in time</p> <p>10 when Julian, or a company he was associated</p> <p>11 with, loaned you money that was secured by</p> <p>12 the property in Hyde Park?</p> <p>13 A. Yes.</p> <p>14 Q. For what purpose was that money</p> <p>15 borrowed?</p> <p>16 A. To do the subdivision project.</p> <p>17 Q. Describe the property in Hyde</p> <p>18 Park for us, if you could?</p> <p>19 A. Repeat the question, please?</p> <p>20 Q. My question is about the</p> <p>21 property in Hyde Park. Are there any</p> <p>22 buildings on it?</p> <p>23 A. No.</p> <p>24 Q. Have there ever been any</p> <p>25 buildings on it as far as you know?</p>	<p style="text-align: right;">Page 20</p> <p>1 G. RAVIV</p> <p>2 represent you before the Planning Board?</p> <p>3 A. They present the idea.</p> <p>4 Q. Was there a lawyer on behalf of</p> <p>5 you at the Planning Board?</p> <p>6 A. I cannot answer a question that</p> <p>7 I can't really answer. You submit a</p> <p>8 request, and you either come to an</p> <p>9 agreement with the Planning Board people,</p> <p>10 or not.</p> <p>11 Q. How far did that process</p> <p>12 proceed?</p> <p>13 A. I cannot say to you anything</p> <p>14 because at the moment it's dead.</p> <p>15 Q. It's dead?</p> <p>16 A. Dead because the recent</p> <p>17 limitations I cannot continue the process</p> <p>18 in front of the Planning Board. So, they</p> <p>19 closed the file.</p> <p>20 Q. So is it your understanding</p> <p>21 that you would need to file a new</p> <p>22 application to get before the Planning</p> <p>23 Board?</p> <p>24 A. So far we didn't file anyone.</p> <p>25 Q. But there's nothing pending</p>
<p style="text-align: right;">Page 19</p> <p>1 G. RAVIV</p> <p>2 A. No.</p> <p>3 Q. Have you presented any</p> <p>4 subdivision applications to the Town of</p> <p>5 Hyde Park?</p> <p>6 A. Yes.</p> <p>7 Q. When was the last time, the</p> <p>8 most recent time you were before anybody in</p> <p>9 the Town of Hyde Park with respect to this</p> <p>10 property?</p> <p>11 A. Ten years ago.</p> <p>12 Q. What was the status of that</p> <p>13 process at that time?</p> <p>14 A. That's to do explaining. I</p> <p>15 didn't go there personally. My engineering</p> <p>16 went there.</p> <p>17 Q. Do you recall the name of your</p> <p>18 engineer?</p> <p>19 A. It was Dewkett at the time.</p> <p>20 Q. D-E-W-K-E-T-T?</p> <p>21 A. I think so. And then they</p> <p>22 change it they went with another company.</p> <p>23 I think from Rochester, New York. And then</p> <p>24 one from the area.</p> <p>25 Q. Did you have an attorney</p>	<p style="text-align: right;">Page 21</p> <p>1 G. RAVIV</p> <p>2 now, is that right?</p> <p>3 A. Correct.</p> <p>4 Q. It's not one of my exhibits,</p> <p>5 but I will refer to your pleadings to march</p> <p>6 through the loan process here.</p> <p>7 Do you recall there was a</p> <p>8 series of borrowings secured that were by</p> <p>9 the Hyde Park property; do you agree to</p> <p>10 that?</p> <p>11 A. I don't know what you are</p> <p>12 saying. Can you repeat?</p> <p>13 Q. In your answer you allege that</p> <p>14 by 2007 the principal sum that was secured</p> <p>15 by the Hyde Park property to my clients was</p> <p>16 \$840,000; do you recall that?</p> <p>17 MR. FILOSA: Objection. The</p> <p>18 document speak for itself.</p> <p>19 Q. Do you recall that by 2007 the</p> <p>20 loan that was secured by the Hyde Park</p> <p>21 property was \$840,000?</p> <p>22 A. I don't believe it could be</p> <p>23 because it's one with another company lend</p> <p>24 me money against Hyde Park.</p> <p>25 Q. Do you recall the total being</p>

<p style="text-align: right;">Page 22</p> <p>1 G. RAVIV</p> <p>2 \$840,000?</p> <p>3 A. I don't recall it.</p> <p>4 Q. Do you recall the property</p> <p>5 going into foreclosure?</p> <p>6 MR. FILOSA: Objection to form.</p> <p>7 You can answer is.</p> <p>8 Q. Do you recall 334 Corp and</p> <p>9 Stanley Gallant starting a mortgage</p> <p>10 foreclosure action?</p> <p>11 A. When was it.</p> <p>12 Q. At any time?</p> <p>13 A. You know the answer.</p> <p>14 Q. Do you have a recollection of</p> <p>15 that, sir?</p> <p>16 A. I have a recollection of we</p> <p>17 went together in court.</p> <p>18 MR. DUVALL: Mr. Filosa, if you</p> <p>19 could put before the witness the</p> <p>20 Forbearance Agreement that I</p> <p>21 identified as number pdf number 1.</p> <p>22 And if we could mark that as</p> <p>23 Plaintiff's Exhibit 1 for the</p> <p>24 deposition, that would be great.</p> <p>25 (Whereupon, 5/1/17 Forbearance</p>	<p style="text-align: right;">Page 24</p> <p>1 G. RAVIV</p> <p>2 Q. Do you recall the process by</p> <p>3 which this document came to be? Was it</p> <p>4 negotiated?</p> <p>5 A. No.</p> <p>6 Q. Did you have a lawyer that</p> <p>7 represented you at the time?</p> <p>8 A. Not exactly.</p> <p>9 Q. Have you ever been represented</p> <p>10 by Ariel Aminov?</p> <p>11 A. Not exactly.</p> <p>12 Q. What does "not exactly" mean?</p> <p>13 A. It means that you put pressure</p> <p>14 on him to do what you want.</p> <p>15 Q. Can you answer the question,</p> <p>16 sir? Did Mr. Aminov represent you?</p> <p>17 A. You didn't hear me. I said not</p> <p>18 exactly. It means it was partial</p> <p>19 representation. He just answer your call</p> <p>20 and said to me I didn't do anything.</p> <p>21 DuVall write the contract. DuVall do</p> <p>22 everything. DuVall wants it this way, or</p> <p>23 don't take it at all. That was what Aminov</p> <p>24 say. Do you know who is DuVall?</p> <p>25 Q. Where were you when you signed</p>
<p style="text-align: right;">Page 23</p> <p>1 G. RAVIV</p> <p>2 Agreement was deemed and subsequently</p> <p>3 marked as Plaintiff's Exhibit 1 for</p> <p>4 identification as of this date by the</p> <p>5 Reporter.)</p> <p>6 Q. Just so we are clear, I can't</p> <p>7 see what's on your table, but do you have a</p> <p>8 Forbearance Agreement that entered into as</p> <p>9 of May 1, 2017?</p> <p>10 A. Yes.</p> <p>11 Q. It's at the very top in the</p> <p>12 little typewritten part it says NYSCEF</p> <p>13 document number 11. Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Can you identify for the record</p> <p>16 what this Exhibit 1 is?</p> <p>17 A. It's Forbearance Agreement that</p> <p>18 we signed together with the lender, Gallant</p> <p>19 and 334 Corp, on or about May 1, 2017.</p> <p>20 Q. On the next to last page of</p> <p>21 that exhibit, is that your signature as</p> <p>22 president of 68 Burns?</p> <p>23 A. Yes.</p> <p>24 Q. And also as guarantor?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 25</p> <p>1 G. RAVIV</p> <p>2 Exhibit 1?</p> <p>3 A. You put me against the wall,</p> <p>4 and you asked me to sign.</p> <p>5 Q. Sir, physically where were you</p> <p>6 when you signed it?</p> <p>7 A. In this world still.</p> <p>8 Q. Sorry?</p> <p>9 A. In this world. In New York.</p> <p>10 Q. You were in New York?</p> <p>11 A. Correct.</p> <p>12 Q. Did you come to my office in</p> <p>13 Poughkeepsie to sign it?</p> <p>14 A. No.</p> <p>15 Q. Have we ever met, sir?</p> <p>16 A. We met in court.</p> <p>17 Q. So, do you understand what you</p> <p>18 just you said to me that you felt pressured</p> <p>19 to sign Exhibit 1?</p> <p>20 A. Because the figure is not</p> <p>21 correct. The language is not correct. And</p> <p>22 when you did the contract in your way</p> <p>23 without asking me whether I agree with it</p> <p>24 or not, you said had take it or leave it.</p> <p>25 Q. And you took it, didn't you?</p>

7 (Pages 22 - 25)

<p style="text-align: right;">Page 26</p> <p>1 G. RAVIV</p> <p>2 A. I didn't have a choice. You</p> <p>3 know that. You don't have to be smart</p> <p>4 enough. But you know exactly what you did.</p> <p>5 Q. You could have sold the</p> <p>6 property, right?</p> <p>7 A. Say that again?</p> <p>8 MR. FILOSA: Objection. Calls</p> <p>9 for speculation.</p> <p>10 Q. Couldn't you have sold the</p> <p>11 property?</p> <p>12 A. You know the property exists.</p> <p>13 Q. Was it for sale in 2017?</p> <p>14 A. Say that again?</p> <p>15 Q. Was the property for sale in</p> <p>16 2017?</p> <p>17 A. I don't recall. If someone put</p> <p>18 it for sale, it's not me.</p> <p>19 Q. When was the first time after</p> <p>20 May 1 of 2017 that you complained about</p> <p>21 this agreement?</p> <p>22 A. I complained to you also in</p> <p>23 writing, and you write me a stupid answer,</p> <p>24 I'm sorry to say, that I didn't pay all the</p> <p>25 money. And then you got all the money.</p>	<p style="text-align: right;">Page 28</p> <p>1 G. RAVIV</p> <p>2 is you people how you work because you look</p> <p>3 like you are not like a lawyer only, also</p> <p>4 like a buyer. You are wonderful.</p> <p>5 Q. When you complained, as you say</p> <p>6 the fall of 2017, did you claim that you</p> <p>7 were forced into this agreement?</p> <p>8 A. I think you go back to the file</p> <p>9 and you read it. I don't remember at the</p> <p>10 moment.</p> <p>11 Q. Do you recall what the nature</p> <p>12 of your complaint was in the fall of 2017?</p> <p>13 A. What do you like to know?</p> <p>14 Q. I'm just trying to be pretty</p> <p>15 orderly, sir. I asked you when you</p> <p>16 complained first about this document,</p> <p>17 Exhibit 1?</p> <p>18 A. I told you that we are in a</p> <p>19 good shape. We want to finish the deal and</p> <p>20 you didn't answer about it. You told us</p> <p>21 you didn't pay enough. Whenever you got</p> <p>22 the \$47,000, you asked when is the next</p> <p>23 month payment for \$3,000. You don't know</p> <p>24 how to add 78,000 with 47,000? It comes to</p> <p>25 125. All the contract say you need to pay</p>
<p style="text-align: right;">Page 27</p> <p>1 G. RAVIV</p> <p>2 Even you got all the money, you came to me</p> <p>3 with a question - why don't you continue to</p> <p>4 pay? You are a lawyer. You cannot read</p> <p>5 the contract? You cannot read it beyond</p> <p>6 the contract completely. When you get</p> <p>7 \$47,000 it's money in advance, no place in</p> <p>8 the contract. You are asking why you don't</p> <p>9 pay me every month \$3,000. But the</p> <p>10 contract say the top is 125. The rest is</p> <p>11 235 for closing. We ask for a pay off</p> <p>12 letter. You didn't give it. You forgot</p> <p>13 about it. You are not in the picture.</p> <p>14 What can I say?</p> <p>15 MR. DUVALL: Could you read</p> <p>16 back the question, please?</p> <p>17 (Whereupon, the referred to</p> <p>18 question was read back by the</p> <p>19 Reporter.)</p> <p>20 A. I think in September of 2017.</p> <p>21 Q. In what form did your complaint</p> <p>22 take? Was it in writing?</p> <p>23 A. I wrote you, yes. I wrote to</p> <p>24 your partner, to the lender. They</p> <p>25 transferred to you. I don't know what it</p>	<p style="text-align: right;">Page 29</p> <p>1 G. RAVIV</p> <p>2 \$3,000 a month. That was 36 month. It's</p> <p>3 only \$108,000, but you get 125. It's not</p> <p>4 enough. Continue to pay. You don't pay.</p> <p>5 It's wrong. And it's not right to put</p> <p>6 people in such a situation when you know</p> <p>7 that you are wrong. And you know how to</p> <p>8 calculate it if you want to. You forgot</p> <p>9 already all the way to calculate. You went</p> <p>10 to school? You didn't finish with school</p> <p>11 to ask me how much is 78,000 plus 47,000.</p> <p>12 That's in the contract, pay 125,000 for the</p> <p>13 apartment. And you had a confirmation.</p> <p>14 You didn't want to give the release because</p> <p>15 you didn't want to follow the contract. At</p> <p>16 the end even Julian didn't remember, says</p> <p>17 that he got \$78,000. Then he sends a note</p> <p>18 to me by e-mail that he got the \$78,000.</p> <p>19 You got \$47,000, yes or no? You can</p> <p>20 answer. You got 47,000? In 2018 it was</p> <p>21 wired to you, otherwise you would release</p> <p>22 the apartment. And you released it, but</p> <p>23 not completely. You forgot to tell your</p> <p>24 customer to release also the UCC-1. You</p> <p>25 are wonderful for yourself. You don't see</p>

<p style="text-align: right;">Page 30</p> <p>1 G. RAVIV</p> <p>2 the other picture. And it's a mistake of</p> <p>3 yours.</p> <p>4 Q. Are you finished with your</p> <p>5 answer, sir?</p> <p>6 A. I answered you. That's my</p> <p>7 answer.</p> <p>8 Q. I didn't want to interrupt you.</p> <p>9 I want to wait until you are done.</p> <p>10 A. I finished.</p> <p>11 Q. So, you mentioned \$47,000, and</p> <p>12 if I understood what you just said, you</p> <p>13 said that you paid that in January of 2019?</p> <p>14 A. Correct.</p> <p>15 Q. Since then, how much was 68</p> <p>16 Burns, or you personally, paid on this</p> <p>17 loan?</p> <p>18 MR. FILOSA: Hold on.</p> <p>19 Objection to the form of the question</p> <p>20 as being a legal conclusion.</p> <p>21 Q. How much have you paid 334 Corp</p> <p>22 or Stanley Gallant since January of 2019?</p> <p>23 A. \$78,000.</p> <p>24 Q. You paid that since January</p> <p>25 of 2019?</p>	<p style="text-align: right;">Page 32</p> <p>1 G. RAVIV</p> <p>2 (Whereupon, an off-the-record</p> <p>3 discussion was held.)</p> <p>4 Q. So, Mr. Raviv, I think I</p> <p>5 understood your testimony a moment ago that</p> <p>6 you had paid the two lenders each \$39,000</p> <p>7 between May of 2017 and January of 2019, is</p> <p>8 that right?</p> <p>9 A. Yes.</p> <p>10 Q. Those 39 times two is 78; would</p> <p>11 you agree with that?</p> <p>12 A. Yes.</p> <p>13 Q. Do I understand that you also</p> <p>14 testified a moment ago to paying \$47,000 in</p> <p>15 or around January of 2019; is that right?</p> <p>16 A. Yes, sir.</p> <p>17 Q. Did you make that \$47,000</p> <p>18 payment in order to secure the release of</p> <p>19 the apartments which were collateral for</p> <p>20 the loan?</p> <p>21 A. That was also part of according</p> <p>22 to contract. It was the full payment.</p> <p>23 Q. And when that payment was made</p> <p>24 did you testify that I had sent to Mr.</p> <p>25 Aminov the leases and the shares</p>
<p style="text-align: right;">Page 31</p> <p>1 G. RAVIV</p> <p>2 A. I paid before.</p> <p>3 Q. Okay. My question, sir --</p> <p>4 A. Let me answer, please. Between</p> <p>5 May 1, 2017 and until the December 2018 the</p> <p>6 two people got together \$39,000. Each one</p> <p>7 got his own pound. Looks like Julian told</p> <p>8 you in the deposition, he got all the</p> <p>9 money. Julian didn't get all the money.</p> <p>10 Julian only got 50% of the money, and</p> <p>11 Gallant got also 50% of the 78,000. So,</p> <p>12 \$39,000 times two is \$78,000.</p> <p>13 Julian, if you read the e-mail</p> <p>14 what you wrote me, yes, you are correct, he</p> <p>15 said to me. And then after that it was a</p> <p>16 closing on the 11th of January 2019. Not</p> <p>17 involving with dealing with you about the</p> <p>18 foreclosing one. So much of the, what is</p> <p>19 called the Forbearance Agreement. And you</p> <p>20 ask him to release the leasing of the</p> <p>21 apartments, but you didn't took the effort</p> <p>22 to release the UCC-1. That, you didn't do.</p> <p>23 MR. FILOSA: Just a minute</p> <p>24 before you ask your next question.</p> <p>25 Off the record.</p>	<p style="text-align: right;">Page 33</p> <p>1 G. RAVIV</p> <p>2 representing the cooperative apartments?</p> <p>3 A. Without the UCC-3.</p> <p>4 Q. I heard that part also. I just</p> <p>5 wanted to make sure that we were</p> <p>6 understanding each other, that we had sent</p> <p>7 Mr. Aminov the shares and the leases, is</p> <p>8 that right?</p> <p>9 A. Yes.</p> <p>10 Q. Now, since that \$47,000 payment</p> <p>11 was made in January of 2019 have you made</p> <p>12 other payments pursuant to the Forbearance</p> <p>13 Agreement?</p> <p>14 A. The one that was the agreement.</p> <p>15 Q. The answer is no, you have made</p> <p>16 no such payments?</p> <p>17 A. What?</p> <p>18 Q. Your answer is that you have</p> <p>19 made no payments on the Forbearance</p> <p>20 Agreement since January of 2019?</p> <p>21 A. I made according to the</p> <p>22 Forbearance Agreement all the payments that</p> <p>23 were necessary according to the agreement.</p> <p>24 Q. I want to make sure that we are</p> <p>25 understanding each other on the facts. We</p>

<p style="text-align: right;">Page 34</p> <p>1 G. RAVIV</p> <p>2 can all argue about the contract. That's</p> <p>3 what your lawyer gets paid to you and what</p> <p>4 I get paid to you. I want to understand</p> <p>5 from you just to make sure that I have</p> <p>6 evidence of all payments that you have</p> <p>7 made, do you understand that's the reason</p> <p>8 for my questioning?</p> <p>9 A. Correct.</p> <p>10 Q. And you told me again about the</p> <p>11 78,000, and I get that, and you told me</p> <p>12 about the 47,000. I get that. Have you</p> <p>13 made other payments since then that you</p> <p>14 haven't told us about?</p> <p>15 MR. FILOSA: Could you let Mr.</p> <p>16 DuVall finish his question, as a</p> <p>17 courtesy to Mr. DuVall and Mr.</p> <p>18 Cummings?</p> <p>19 A. Go ahead.</p> <p>20 Q. I will correct your attorney.</p> <p>21 You don't need to be nice to me. We all</p> <p>22 need to be nice to Mr. Cummings, okay?</p> <p>23 So, let me make sure my</p> <p>24 question is finished. Other than the</p> <p>25 78,000 you testified about, and the 47,000</p>	<p style="text-align: right;">Page 36</p> <p>1 G. RAVIV</p> <p>2 A. I don't recall.</p> <p>3 Q. Since you and the lenders</p> <p>4 signed Exhibit 1 have you and the lenders</p> <p>5 signed any other documents?</p> <p>6 A. You mean this document?</p> <p>7 Q. Since that one. After that,</p> <p>8 has there been any agreement between you on</p> <p>9 the one hand, and them on the other hand</p> <p>10 about this loan?</p> <p>11 A. I don't recall.</p> <p>12 Q. Are you aware that we have</p> <p>13 exchanged documents, discovery demands in</p> <p>14 this case?</p> <p>15 A. Can you repeat, please?</p> <p>16 Q. Have you assisted your lawyer</p> <p>17 in responding to our requests for documents</p> <p>18 about this case?</p> <p>19 A. My lawyer?</p> <p>20 Q. Have you given Mr. Filosa all</p> <p>21 of the checks and other evidence of</p> <p>22 payments about this loan?</p> <p>23 A. I think yes.</p> <p>24 Q. Did anyone help you in that</p> <p>25 regard assembling your records and your</p>
<p style="text-align: right;">Page 35</p> <p>1 G. RAVIV</p> <p>2 that was paid in January, have you made</p> <p>3 other payments under the Forbearance</p> <p>4 Agreement --</p> <p>5 A. No.</p> <p>6 Q. -- since the \$47,000 was paid?</p> <p>7 A. No.</p> <p>8 Q. Have you paid the real estate</p> <p>9 taxes since 2017?</p> <p>10 A. I don't recall.</p> <p>11 Q. Has anyone other than yourself</p> <p>12 made any payments for your account on this</p> <p>13 loan?</p> <p>14 MR. FILOSA: Objection to the</p> <p>15 form. Again, on this loan, but</p> <p>16 subject to that qualification you can</p> <p>17 answer.</p> <p>18 A. I don't know.</p> <p>19 Q. Nobody has told you that they</p> <p>20 made any payments to 334 Corp or Stanley</p> <p>21 Gallant on this loan, is that right?</p> <p>22 A. I can't answer this question,</p> <p>23 I'm sorry.</p> <p>24 Q. Has anyone ever told you that</p> <p>25 they paid part of this loan for you?</p>	<p style="text-align: right;">Page 37</p> <p>1 G. RAVIV</p> <p>2 paperwork?</p> <p>3 A. No.</p> <p>4 Q. Have you given Mr. Filosa all</p> <p>5 of the writings that were exchanged between</p> <p>6 you, on the one hand, and Mr. Gallant and</p> <p>7 Mr. Wohlgemuth on the other hand that we</p> <p>8 asked for?</p> <p>9 MR. FILOSA: Objection to the</p> <p>10 form. That we asked for. Subject to</p> <p>11 that qualification you can answer.</p> <p>12 A. I don't recall all of that.</p> <p>13 Q. Did you try to assemble and</p> <p>14 deliver to Mr. Filosa all of those</p> <p>15 materials that you could find?</p> <p>16 A. I'm sorry. I don't know.</p> <p>17 Q. Did anyone help you assemble</p> <p>18 materials to respond to our discovery</p> <p>19 requests in this case?</p> <p>20 A. No.</p> <p>21 Q. We could turn to Exhibit 2 is</p> <p>22 the letter dated October 22, 2019.</p> <p>23 (Whereupon, 10/22/19 letter was</p> <p>24 deemed and subsequently marked as</p> <p>25 Plaintiff's Exhibit 2 for</p>

<p style="text-align: right;">Page 38</p> <p>1 G. RAVIV</p> <p>2 identification as of this date by the</p> <p>3 Reporter.)</p> <p>4 Q. You could just tell me what you</p> <p>5 have in front of you that is Exhibit 2?</p> <p>6 A. I see it, yeah.</p> <p>7 Q. For the record, because we are</p> <p>8 not at the same table, I need for you to</p> <p>9 say on the record what it is you are</p> <p>10 looking at?</p> <p>11 MR. FILOSA: We could stipulate</p> <p>12 letter on the letterhead of McCabe &</p> <p>13 Mack dated October 22, 2019. The</p> <p>14 letter itself consists of two pages</p> <p>15 and the first page of the exhibit is</p> <p>16 just an exhibit page.</p> <p>17 MR. DUVALL: I apologize for</p> <p>18 the exhibit page. I don't mean to be</p> <p>19 misleading.</p> <p>20 MR. FILOSA: No worries.</p> <p>21 Q. Mr. Raviv, did you receive this</p> <p>22 letter by certified return receipt and</p> <p>23 regular mail?</p> <p>24 A. I cannot recall if I got it. I</p> <p>25 see it now.</p>	<p style="text-align: right;">Page 40</p> <p>1 G. RAVIV</p> <p>2 Israel.</p> <p>3 Q. Do you see in the second</p> <p>4 paragraph of Exhibit 2 that I asked you to</p> <p>5 provide proof of payment of certain real</p> <p>6 estate taxes?</p> <p>7 A. Yeah. I didn't see that. How</p> <p>8 can I answer you?</p> <p>9 Q. Whether you saw it or not, sir,</p> <p>10 since October of 2019 have you ever</p> <p>11 provided evidence to me, or 334 Corp, or</p> <p>12 Mr. Gallant, that you have paid land taxes?</p> <p>13 A. I don't recall.</p> <p>14 Q. Have you paid any land taxes</p> <p>15 since 2017?</p> <p>16 A. I don't recall.</p> <p>17 Q. We could flip forward to</p> <p>18 Exhibit 4.</p> <p>19 MR. FILOSA: We are</p> <p>20 intentionally omitting Exhibit 3</p> <p>21 right now?</p> <p>22 MR. DUVALL: For the time</p> <p>23 being, yes.</p> <p>24 MR. FILOSA: For the marking</p> <p>25 purposes.</p>
<p style="text-align: right;">Page 39</p> <p>1 G. RAVIV</p> <p>2 Q. Do you have any recollection of</p> <p>3 responding to it in any way?</p> <p>4 A. No.</p> <p>5 Q. Have you searched your records</p> <p>6 in response to our discovery requests to</p> <p>7 try to find any response that you might</p> <p>8 have made to this?</p> <p>9 A. Say it again?</p> <p>10 MR. DUVALL: Can you read it</p> <p>11 back, please?</p> <p>12 (Whereupon, the referred to</p> <p>13 question was read back by the</p> <p>14 Reporter.)</p> <p>15 A. I don't recall. At this time</p> <p>16 2019 I was mostly out of country.</p> <p>17 Q. Where were you?</p> <p>18 A. In Israel.</p> <p>19 Q. Did you get e-mail while you</p> <p>20 were in Israel?</p> <p>21 A. I didn't bother. And I didn't</p> <p>22 work on anything here because I have a big</p> <p>23 job there.</p> <p>24 Q. What was the big job?</p> <p>25 A. I was acquiring a big place in</p>	<p style="text-align: right;">Page 41</p> <p>1 G. RAVIV</p> <p>2 MR. DUVALL: We will go with 4.</p> <p>3 (Whereupon, Payment List was</p> <p>4 deemed and subsequently marked as</p> <p>5 Plaintiff's Exhibit 4 for</p> <p>6 identification as of this date by the</p> <p>7 Reporter.)</p> <p>8 Q. For the record Mr. Raviv what</p> <p>9 is Exhibit 4 in front of you?</p> <p>10 A. I didn't hear you. Can you</p> <p>11 repeat, please?</p> <p>12 Q. Can you tell me what piece of</p> <p>13 paper you have in front of you so I could</p> <p>14 know what you are looking for?</p> <p>15 A. Release of money. And the</p> <p>16 release is not correct.</p> <p>17 Q. Are there payments that you</p> <p>18 made that are not on that list?</p> <p>19 A. Yes.</p> <p>20 Q. Have you seen this list before?</p> <p>21 A. I see now only in front of me a</p> <p>22 total of 105,500. And it's wrong. It's</p> <p>23 missing 19,500 to make it correct.</p> <p>24 Q. So, that total should be</p> <p>25 125,000?</p>

<p style="text-align: right;">Page 42</p> <p>1 G. RAVIV</p> <p>2 A. Yes, sir.</p> <p>3 MR. DUVALL: We could turn now</p> <p>4 to Exhibit 5.</p> <p>5 (Whereupon, extract of</p> <p>6 discovery materials was deemed and</p> <p>7 subsequently marked as Plaintiff's</p> <p>8 Exhibit 5 for identification as of</p> <p>9 this date by the Reporter.)</p> <p>10 Q. This is an extract from some</p> <p>11 materials that your lawyer sent me in</p> <p>12 discovery in this case.</p> <p>13 A. What do you want on this one?</p> <p>14 Q. First let's make sure we are</p> <p>15 looking at the same thing. At the bottom</p> <p>16 of Exhibit 5 on the left, do you see 1 of</p> <p>17 86?</p> <p>18 A. Yes.</p> <p>19 Q. And then the second page is 2</p> <p>20 of 86?</p> <p>21 A. Say again?</p> <p>22 Q. On the lower left-hand corner</p> <p>23 of the second page?</p> <p>24 A. Number 2 of 86.</p> <p>25 Q. So, if we could pause there on</p>	<p style="text-align: right;">Page 44</p> <p>1 G. RAVIV</p> <p>2 Q. At the time that the \$47,000</p> <p>3 was paid in 2019, was 68 Burns the owner of</p> <p>4 the units?</p> <p>5 A. I was the owner, yes.</p> <p>6 Q. Was there a loan that was taken</p> <p>7 out in order to get the \$47,000?</p> <p>8 A. It had nothing to do one with</p> <p>9 the other.</p> <p>10 Q. I'm sorry. Was there a loan</p> <p>11 that was taken out to generate the \$47,000?</p> <p>12 Yes or no.</p> <p>13 A. It was taking a loan, and</p> <p>14 that's correct.</p> <p>15 Q. And out of that loan the</p> <p>16 \$47,000 was paid to my client?</p> <p>17 A. It was paid so the term, it was</p> <p>18 really not a clean apartment. They refused</p> <p>19 to give it at a normal rate. And I paid</p> <p>20 them 12 plus 2%, is 14%, which shouldn't be</p> <p>21 like that.</p> <p>22 Q. Was that at the 2019</p> <p>23 transaction?</p> <p>24 A. January 2019.</p> <p>25 Q. You borrowed money and you</p>
<p style="text-align: right;">Page 43</p> <p>1 G. RAVIV</p> <p>2 that page where it says 2 of 86. Who is</p> <p>3 Dan R. Raviv?</p> <p>4 A. Say again?</p> <p>5 Q. About ten lines from the top it</p> <p>6 says, "Purchaser/Borrower (lessee)." It</p> <p>7 has two names. One is Dan R. Raviv and the</p> <p>8 other the Ram J. Raviv; do you see that?</p> <p>9 A. Sure.</p> <p>10 Q. Who is that?</p> <p>11 A. My sons.</p> <p>12 Q. You have two sons, Dan and Ram?</p> <p>13 A. Yes.</p> <p>14 Q. What transaction, or</p> <p>15 transactions, generated this document?</p> <p>16 A. They went to buy the apartment,</p> <p>17 and they want to get an insurance and the</p> <p>18 insurance company refused to give insurance</p> <p>19 so they asked why. They say there still is</p> <p>20 a lien on the apartment.</p> <p>21 Q. What lien do you say they</p> <p>22 found?</p> <p>23 A. Say it again, please?</p> <p>24 Q. What lien?</p> <p>25 A. The UCC-1 was.</p>	<p style="text-align: right;">Page 45</p> <p>1 G. RAVIV</p> <p>2 didn't like the rate, but you borrowed it</p> <p>3 and you used some of that money to pay my</p> <p>4 clients, right?</p> <p>5 A. What do you mean?</p> <p>6 MR. DUVALL: You can read it</p> <p>7 back. Listen to the question.</p> <p>8 A. I don't understand it.</p> <p>9 Q. What about the question don't</p> <p>10 you understand, sir?</p> <p>11 A. I don't understand how you get</p> <p>12 this philosophy that I really did something</p> <p>13 wrong with your clients. I don't</p> <p>14 understand.</p> <p>15 Q. It's not my philosophy. I just</p> <p>16 have questions. All I have is questions.</p> <p>17 So, this title report was</p> <p>18 generated in the spring of 2022, is that</p> <p>19 right?</p> <p>20 A. I don't understand.</p> <p>21 Q. Looking at Exhibit 5, sir, do</p> <p>22 you have Exhibit 5 in front of you?</p> <p>23 A. I didn't hear. Say it again,</p> <p>24 please.</p> <p>25 Q. You have Exhibit 5 in front of</p>

<p style="text-align: right;">Page 46</p> <p>1 G. RAVIV</p> <p>2 you, is that right?</p> <p>3 A. Yeah.</p> <p>4 Q. At the top of that page 2 of 86</p> <p>5 it has an effective date of March of 2022,</p> <p>6 do you see that?</p> <p>7 A. Yeah.</p> <p>8 Q. Did the transaction take place</p> <p>9 in March of 2022?</p> <p>10 A. Once again, they wanted to buy</p> <p>11 the apartment, and they couldn't buy it.</p> <p>12 Q. Does 68 Burns still own the</p> <p>13 apartment?</p> <p>14 A. No. The lien was removed just</p> <p>15 recently, I think like two weeks ago, or</p> <p>16 ten days ago. And they bought the</p> <p>17 apartment. The lien was removed.</p> <p>18 Q. When you say it was removed,</p> <p>19 what happened?</p> <p>20 A. I told you. After it was</p> <p>21 removed, they purchased the apartment.</p> <p>22 MR. DUVALL: If we could turn</p> <p>23 now to number 6.</p> <p>24 (Whereupon, E-mail exchange,</p> <p>25 Aminov and Duvall was deemed and</p>	<p style="text-align: right;">Page 48</p> <p>1 G. RAVIV</p> <p>2 January of 2019, do you see that?</p> <p>3 A. Yes. I see it. Up to now, two</p> <p>4 weeks ago, they didn't file it.</p> <p>5 MR. DUVALL: If we could turn</p> <p>6 to Exhibit 7.</p> <p>7 (Whereupon, Letter from 68</p> <p>8 Burns to 3334 Corp was deemed and</p> <p>9 subsequently marked as Plaintiff's</p> <p>10 Exhibit 7 for identification as of</p> <p>11 this date by the Reporter.)</p> <p>12 Q. Exhibit 7 is your letter, Mr.</p> <p>13 Raviv?</p> <p>14 A. What did you ask, please?</p> <p>15 Q. I want to make sure you have in</p> <p>16 front of you and what I have in front of me</p> <p>17 as Exhibit 7. Is that okay?</p> <p>18 A. Yes.</p> <p>19 Q. What is Exhibit 7?</p> <p>20 A. No.</p> <p>21 MR. FILOSA: We could stipulate</p> <p>22 it's a one page letter in the lower</p> <p>23 right 68Burns 000106 Bates stamped.</p> <p>24 So, one page letter on New Holdings</p> <p>25 letterhead.</p>
<p style="text-align: right;">Page 47</p> <p>1 G. RAVIV</p> <p>2 subsequently marked as Plaintiff's</p> <p>3 Exhibit 6 for identification as of</p> <p>4 this date by the Reporter.)</p> <p>5 Q. For the record, what is before</p> <p>6 you as Exhibit 6? Is Exhibit 6 an exchange</p> <p>7 of e-mails between myself and Ariel Aminov.</p> <p>8 A. Yes.</p> <p>9 Q. Do you see on the first page at</p> <p>10 the bottom where I am copying Julian and</p> <p>11 asking Julian to e-mail Ariel an e-mail</p> <p>12 that says the secured party authorized</p> <p>13 Ariel Aminov to file the UCC-3; do you see</p> <p>14 that?</p> <p>15 A. Ariel is not the lender.</p> <p>16 Q. That's not my question. Do you</p> <p>17 see that?</p> <p>18 A. Yeah.</p> <p>19 Q. Do you see at the top of that</p> <p>20 Exhibit 6 Ariel writing quote, "Was a UCC-1</p> <p>21 financing statement ever filed in the first</p> <p>22 place? Thank you."</p> <p>23 A. But they didn't do it.</p> <p>24 Q. I'm just asking you whether you</p> <p>25 see the exchange that he and I had in</p>	<p style="text-align: right;">Page 49</p> <p>1 G. RAVIV</p> <p>2 MR. DUVALL: Agreed.</p> <p>3 Q. Is that a letter you wrote, Mr.</p> <p>4 Raviv?</p> <p>5 A. Yes, it is.</p> <p>6 Q. It is your writing?</p> <p>7 A. Yes.</p> <p>8 Q. Did you send it to 334 Corp?</p> <p>9 A. Separate, to the two partners.</p> <p>10 Q. And Mr. Gallant?</p> <p>11 A. Yes.</p> <p>12 Q. We see in that letter that you</p> <p>13 are asking for the UCC lien to be removed,</p> <p>14 right?</p> <p>15 A. Whatever is in the letter. I</p> <p>16 don't change anything. It's written there</p> <p>17 to remove lien.</p> <p>18 MR. DUVALL: Turning now to</p> <p>19 Exhibit 8.</p> <p>20 (Whereupon, e-mail exchange</p> <p>21 Duvall and Rabanipour was deemed and</p> <p>22 subsequently marked as Plaintiff's</p> <p>23 Exhibit 8 for identification as of</p> <p>24 this date by the Reporter.)</p> <p>25 Q. Do you know a lawyer by the</p>

<p style="text-align: right;">Page 50</p> <p>1 G. RAVIV</p> <p>2 name of Daniel Rabanipour?</p> <p>3 A. No. He represented the lender,</p> <p>4 another lender.</p> <p>5 Q. He was the lawyer for the</p> <p>6 lender, right?</p> <p>7 A. He's the lawyer for the lender.</p> <p>8 Q. He represented the lender at</p> <p>9 the transaction that generated the \$47,000</p> <p>10 that was paid, is that right?</p> <p>11 A. What are you saying?</p> <p>12 MR. DUVALL: Please read it</p> <p>13 back.</p> <p>14 (Whereupon, the referred to</p> <p>15 question was read back by the</p> <p>16 Reporter.)</p> <p>17 A. Yes. Yes.</p> <p>18 Q. The answer is yes?</p> <p>19 A. Yes.</p> <p>20 Q. Sir, do you see what Mr.</p> <p>21 Rabanipour wrote to me on January 14, quote</p> <p>22 "Please also advise if your office will be</p> <p>23 recording the UCC-3, or would you like our</p> <p>24 office to record?" Do you see that?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 52</p> <p>1 G. RAVIV</p> <p>2 two people. I don't remember the names.</p> <p>3 Mansole something, or other ones. But I</p> <p>4 didn't have a choice because the apartment</p> <p>5 was not completely without, what is called,</p> <p>6 without clearance, until they was ready to</p> <p>7 give me the apartment. Other people sent</p> <p>8 to me the checks and they cannot do it.</p> <p>9 And they could do it, the other one,</p> <p>10 Israeli gave it to me at a much lower rate.</p> <p>11 Q. Has that lender demanded</p> <p>12 payment from you?</p> <p>13 A. Yes. He got all the payment.</p> <p>14 Q. Have you made all the payments</p> <p>15 to that lender?</p> <p>16 A. Correct.</p> <p>17 Q. Do you still owe them money?</p> <p>18 A. No.</p> <p>19 Q. When did you pay it off?</p> <p>20 A. We paid him in two times. One</p> <p>21 in -- I don't remember it was, I believe</p> <p>22 '21 May, I think. And the other one was in</p> <p>23 I believe ended in October of '21.</p> <p>24 Q. Do you have records that</p> <p>25 reflect those payments?</p>
<p style="text-align: right;">Page 51</p> <p>1 G. RAVIV</p> <p>2 Q. I couldn't understand what you</p> <p>3 said, sir?</p> <p>4 A. Yeah, but they didn't do it.</p> <p>5 Q. The lender's lawyer didn't do</p> <p>6 it?</p> <p>7 A. I don't know what you did with</p> <p>8 other people. I know what I did, what I'm</p> <p>9 supposed to get from you people. They are</p> <p>10 supposed to give me have a full release,</p> <p>11 and they didn't give me the release.</p> <p>12 Q. Has this lender pursued you at</p> <p>13 all because the UCC wasn't filed?</p> <p>14 MR. FILOSA: Objection to the</p> <p>15 form in terms of pursued.</p> <p>16 Q. What's the name of the lender</p> <p>17 that loaned you the money in January</p> <p>18 of 2019?</p> <p>19 A. I don't remember exactly the</p> <p>20 name. It's a Persian name.</p> <p>21 Q. A Persian's name?</p> <p>22 A. Yeah. I don't remember the</p> <p>23 name at the moment because Daniel</p> <p>24 Rabanipour he came with a company, Israeli</p> <p>25 some company. Then he came with another</p>	<p style="text-align: right;">Page 53</p> <p>1 G. RAVIV</p> <p>2 A. I can give you a letter from</p> <p>3 them that they got all the payments.</p> <p>4 Q. I may issue a letter to your</p> <p>5 lawyer asking for certain records. I just</p> <p>6 ask that you preserve all of those records</p> <p>7 that you have. All right?</p> <p>8 A. I will give you.</p> <p>9 Q. Thank you.</p> <p>10 MR. DUVALL: If we could turn</p> <p>11 to Exhibit 9, please.</p> <p>12 (Whereupon, E-mail exchange</p> <p>13 between DuVall and Julian was deemed</p> <p>14 and subsequently marked as</p> <p>15 Plaintiff's Exhibit 9 for</p> <p>16 identification as of this date by the</p> <p>17 Reporter.)</p> <p>18 MR. DUVALL: Just for the</p> <p>19 record, if you could identify</p> <p>20 Exhibit 9.</p> <p>21 MR. FILOSA: We could stipulate</p> <p>22 that Exhibit 9 consists of five</p> <p>23 pages. The first page at the top</p> <p>24 being e-mail correspondence from</p> <p>25 Richard DuVall to Jane and Julian</p>

<p style="text-align: right;">Page 54</p> <p>1 G. RAVIV</p> <p>2 dated May 5, 2020.</p> <p>3 Q. Have you looked at this e-mail</p> <p>4 exchange for a minute?</p> <p>5 A. I didn't have a chance. This</p> <p>6 is the first time. I don't know.</p> <p>7 Q. Take a look at it now, if you</p> <p>8 could?</p> <p>9 A. What is the question, please.</p> <p>10 Q. I will ask you the question</p> <p>11 after you have taken a look at the e-mail,</p> <p>12 if that's all right?</p> <p>13 A. It's a correspondence --</p> <p>14 Q. It's a correspondence between</p> <p>15 your lawyer and myself?</p> <p>16 A. It's Ariel to you, and a copy</p> <p>17 to Julian.</p> <p>18 Q. Do you see that Ariel is asking</p> <p>19 Julian to authorize his office to file a</p> <p>20 UCC-3 termination statements, right?</p> <p>21 MR. FILOSA: Objection to the</p> <p>22 form. The document speaks for</p> <p>23 itself.</p> <p>24 A. I can't answer for Ariel. My</p> <p>25 name is Gideon Raviv. And, unfortunately,</p>	<p style="text-align: right;">Page 56</p> <p>1 G. RAVIV</p> <p>2 (Whereupon, Authorization to</p> <p>3 file UCC statement was deemed and</p> <p>4 subsequently marked as Plaintiff's</p> <p>5 Exhibit 10 for identification as of</p> <p>6 this date by the Reporter.)</p> <p>7 Q. Have you ever seen the writing</p> <p>8 that is Exhibit 10 before?</p> <p>9 A. Let me read it. I didn't see</p> <p>10 this one.</p> <p>11 Q. Do you see it now?</p> <p>12 A. I see it now.</p> <p>13 Q. When you look at Exhibit 10,</p> <p>14 doesn't it look like to you that it's the</p> <p>15 authorization that Ariel Aminov was asking</p> <p>16 Julian to sign in May of 2020?</p> <p>17 MR. FILOSA: Objection to the</p> <p>18 form. Calls for speculation.</p> <p>19 Q. You can read, sir. Isn't that</p> <p>20 what it looks like?</p> <p>21 A. What? I didn't hear the</p> <p>22 question. You are yelling.</p> <p>23 Q. Okay. Doesn't it look to you,</p> <p>24 sir, like Exhibit 10 is Julian signing the</p> <p>25 authorization that your lawyer Ariel Aminov</p>
<p style="text-align: right;">Page 55</p> <p>1 G. RAVIV</p> <p>2 he did something also, not according to my</p> <p>3 request, it's up to him what he is doing.</p> <p>4 Everyone is in the business is doing what</p> <p>5 they like to do.</p> <p>6 Q. Was something happening in May</p> <p>7 of 2020 that brought the status of the</p> <p>8 UCC-3 termination statements to light?</p> <p>9 A. Yes. But maybe May '20 was to</p> <p>10 sell the apartments.</p> <p>11 Q. So, do I understand that you</p> <p>12 earlier testified that you thought you paid</p> <p>13 off the lender in 2021? Might it had been</p> <p>14 May of 2020?</p> <p>15 A. Probably May '20. It could be</p> <p>16 May '20.</p> <p>17 Q. But again you believe you have</p> <p>18 records when those payments were made in</p> <p>19 connection with these e-mail exchanges?</p> <p>20 A. No doubt. I told you what I</p> <p>21 know.</p> <p>22 Q. That's all I'm asking you for,</p> <p>23 sir.</p> <p>24 MR. DUVALL: If we could turn</p> <p>25 to Exhibit 10, please.</p>	<p style="text-align: right;">Page 57</p> <p>1 G. RAVIV</p> <p>2 was asking him to sign in May of 2020?</p> <p>3 A. I don't know what Ariel did.</p> <p>4 It's nothing that came to my attention, or</p> <p>5 they did something without asking me.</p> <p>6 Q. If I understand, you are suing</p> <p>7 my clients for having failed to do what you</p> <p>8 wanted them to do about the UCC-3, right?</p> <p>9 That's part of your complaint in this case?</p> <p>10 A. I don't know. I don't know. I</p> <p>11 cannot answer for it. I wasn't invited to</p> <p>12 do anything like that, and he shouldn't do</p> <p>13 anything without conferring with me before</p> <p>14 representing. If he doesn't represent me,</p> <p>15 that's the story here what you see.</p> <p>16 MR. DUVALL: If we could turn</p> <p>17 now to Exhibit 11.</p> <p>18 (Whereupon, E-mail exchange</p> <p>19 DuVall to Aminov 5/8/20 was deemed</p> <p>20 and subsequently marked as</p> <p>21 Plaintiff's Exhibit 11 for</p> <p>22 identification as of this date by the</p> <p>23 Reporter.)</p> <p>24 MR. DUVALL: Just for the</p> <p>25 record, and Anthony, for your</p>

<p style="text-align: right;">Page 58</p> <p>1 G. RAVIV</p> <p>2 stipulation, we have a four page</p> <p>3 e-mail exchange here.</p> <p>4 MR. FILOSA: That's correct,</p> <p>5 four pages. The top of being from</p> <p>6 Richard DuVall to Ariel Aminov dated</p> <p>7 May 8, 2020?</p> <p>8 Q. Have you seen any part of this</p> <p>9 e-mail exchange before today, sir?</p> <p>10 A. I don't recall that I saw it</p> <p>11 before.</p> <p>12 Q. Do you see that the topic of</p> <p>13 the e-mail exchange is real estate taxes?</p> <p>14 A. Now I see it, but I didn't see</p> <p>15 before.</p> <p>16 Q. Do you see that in May of 2020</p> <p>17 I was e-mailing to Ariel Aminov saying that</p> <p>18 Julian is ready to pay the real estate</p> <p>19 taxes of a little over \$54,000 if you</p> <p>20 weren't going to do it. Do you see that on</p> <p>21 the second page?</p> <p>22 A. It says, "All I could do is</p> <p>23 forward to Gideon and call him." It</p> <p>24 doesn't mean he did it. He doesn't</p> <p>25 represent me in this case.</p>	<p style="text-align: right;">Page 60</p> <p>1 G. RAVIV</p> <p>2 that?</p> <p>3 MR. FILOSA: Objection. The</p> <p>4 pleadings speak for themselves. You</p> <p>5 are asking whether he understands the</p> <p>6 pleadings?</p> <p>7 MR. DUVALL: Sure. If he's</p> <p>8 aware today that part of our claim is</p> <p>9 that the owner has not paid real</p> <p>10 estate taxes, and that's a default</p> <p>11 under the mortgage.</p> <p>12 MR. FILOSA: Obviously that</p> <p>13 states a legal conclusion. I think</p> <p>14 we can both agree the pleadings speak</p> <p>15 for themselves. Whatever allegations</p> <p>16 are in the pleadings, without</p> <p>17 admitting or denying, the pleadings</p> <p>18 speaks for themselves.</p> <p>19 MR. DUVALL: My question of</p> <p>20 witness is as he is sitting here</p> <p>21 before me today whether he's aware of</p> <p>22 that?</p> <p>23 MR. FILOSA: Whether he's aware</p> <p>24 of contents of the pleadings?</p> <p>25 Q. Yes. That part of the default</p>
<p style="text-align: right;">Page 59</p> <p>1 G. RAVIV</p> <p>2 Q. I am not asking about the</p> <p>3 substance of any communications from Mr.</p> <p>4 Aminov. But my question is, did you</p> <p>5 receive this e-mail exchange at some point?</p> <p>6 A. I don't recall.</p> <p>7 Q. And you are aware, are you not,</p> <p>8 that the lender paid those real estate</p> <p>9 taxes in May of 2020, is that right?</p> <p>10 A. I don't know.</p> <p>11 Q. Again, as we have gone through</p> <p>12 this has your memory been refreshed that</p> <p>13 you actually have paid real estate taxes on</p> <p>14 the Hyde Park property since 2017?</p> <p>15 A. I don't know. And I cannot</p> <p>16 answer what I don't remember.</p> <p>17 Q. Wouldn't you remember it if you</p> <p>18 paid \$54,000 in real estate taxes on this</p> <p>19 property?</p> <p>20 A. I don't know.</p> <p>21 Q. And you are aware, sir, that</p> <p>22 that's part of our complaint in this case</p> <p>23 is that the owner didn't pay the real</p> <p>24 estate taxes, the lender did, and that's</p> <p>25 part of the default here; do you understand</p>	<p style="text-align: right;">Page 61</p> <p>1 G. RAVIV</p> <p>2 alleged in this complaint consists of</p> <p>3 failure by the owner to pay real estate</p> <p>4 taxes, are you aware of that, sir?</p> <p>5 A. I don't know. I definitely</p> <p>6 aware about what you are saying, but I am</p> <p>7 not aware if we saw this letter and we know</p> <p>8 about it, no.</p> <p>9 Q. My question is for the last two</p> <p>10 years there has been a mortgage foreclosure</p> <p>11 action pending against this property. As</p> <p>12 part of the claim in that case is that you</p> <p>13 haven't paid your real estate taxes. I</p> <p>14 really want to know if you have? Because</p> <p>15 if you have, I want my client's money back</p> <p>16 from the county. If you haven't, please</p> <p>17 tell me.</p> <p>18 A. I don't recall. I'm telling</p> <p>19 you from the beginning.</p> <p>20 Q. If you have paid any real</p> <p>21 estate taxes since 2017 on this property,</p> <p>22 would you have records that would show</p> <p>23 that?</p> <p>24 A. I think you got a full set of</p> <p>25 payment what I'm supposed to do,</p>

<p style="text-align: right;">Page 62</p> <p>1 G. RAVIV</p> <p>2 requirements in the Forbearance Agreement.</p> <p>3 MR. DUVALL: Can you read the</p> <p>4 question back? It's a simple</p> <p>5 question.</p> <p>6 (Whereupon, the referred to</p> <p>7 question was read back by the</p> <p>8 Reporter.)</p> <p>9 A. I think my lawyer, I don't</p> <p>10 know, but I gave him all the taxes that I</p> <p>11 paid according to the demands that were</p> <p>12 required based on the Forbearance</p> <p>13 Agreement, maintenance on the apartment,</p> <p>14 taxes. Everything was paid.</p> <p>15 Q. So, if you have evidence that</p> <p>16 you paid taxes on this property, you have</p> <p>17 already provided it to me in this case?</p> <p>18 A. I need to look for that. I</p> <p>19 cannot answer you.</p> <p>20 Q. You understand that we asked</p> <p>21 for all of that evidence, right?</p> <p>22 A. I hear you. I cannot answer</p> <p>23 what I don't remember.</p> <p>24 MR. FILOSA: If you are at a</p> <p>25 natural break point, could we take a</p>	<p style="text-align: right;">Page 64</p> <p>1 G. RAVIV</p> <p>2 that says we can't foreclose. My question,</p> <p>3 sir, is there any documentary evidence that</p> <p>4 you are aware of that your lawyer has not</p> <p>5 already provided to us?</p> <p>6 A. I cannot answer that anything</p> <p>7 at all.</p> <p>8 Q. You are not aware of anything</p> <p>9 that you are hiding?</p> <p>10 A. I don't believe anyone hiding</p> <p>11 anything.</p> <p>12 Q. Okay. One of the affirmative</p> <p>13 defenses says that, "Plaintiff's complaint</p> <p>14 is barred by the doctrine of payment." We</p> <p>15 have covered this before. I just want to</p> <p>16 make sure that you told me about all</p> <p>17 payments that have been made on account of</p> <p>18 this loan?</p> <p>19 A. When you say all payments on</p> <p>20 the loan, it's a period of 20 years.</p> <p>21 Q. Fair point. My question is,</p> <p>22 since May of 2017 have you told me about</p> <p>23 all payments that have been paid on your</p> <p>24 account on this loan?</p> <p>25 A. I believe so completely.</p>
<p style="text-align: right;">Page 63</p> <p>1 G. RAVIV</p> <p>2 five minute break?</p> <p>3 MR. DUVALL: Yes.</p> <p>4 (Whereupon, a short recess was</p> <p>5 taken.)</p> <p>6 BY MR. DUVALL:</p> <p>7 Q. Sir, your lawyer filed an</p> <p>8 answer on your behalf, on behalf of 68</p> <p>9 Burns. I am going to have a few questions</p> <p>10 about the affirmative defenses. I mostly</p> <p>11 just want to make sure that I have all the</p> <p>12 information that you would point to to</p> <p>13 support these defenses.</p> <p>14 So, you make an affirmative</p> <p>15 defense, or your lawyer did on your behalf,</p> <p>16 it says, "The complaint is barred by</p> <p>17 documentary evidence."</p> <p>18 My question, sir, are you aware</p> <p>19 of any documentary evidence that you have</p> <p>20 not provided to your lawyer in that regard?</p> <p>21 A. What document are you talking?</p> <p>22 I don't know which document you are</p> <p>23 talking.</p> <p>24 Q. Nor do I. And your defense</p> <p>25 says that there is documentary evidence</p>	<p style="text-align: right;">Page 65</p> <p>1 G. RAVIV</p> <p>2 Q. I may have asked this before,</p> <p>3 so I apologize. Has anyone other than 68</p> <p>4 Burns made payments that you are aware of</p> <p>5 on the loan that's the topic of this</p> <p>6 action?</p> <p>7 A. I cannot answer that.</p> <p>8 MR. FILOSA: Objection. Asked</p> <p>9 and answered. But again to the</p> <p>10 extent you can answer again.</p> <p>11 Q. It's fair to say that you are</p> <p>12 not aware of anyone else making such a</p> <p>13 payment?</p> <p>14 A. I cannot answer it. I don't</p> <p>15 know because I had a period that I was</p> <p>16 sick, and I didn't know what was going on.</p> <p>17 Q. Have you asked anybody who was</p> <p>18 taking care of your affairs whether they</p> <p>19 made any payments to 334 Corp, Stanley</p> <p>20 Gallant or Mr. Goldfine's company?</p> <p>21 A. Who's Goldfine?</p> <p>22 Q. Pardon me?</p> <p>23 A. Say Goldfine company? Who's</p> <p>24 Goldfine?</p> <p>25 Q. The plaintiff Mr. Goldfine</p>

<p style="text-align: right;">Page 66</p> <p>1 G. RAVIV</p> <p>2 testified on Friday. Have you made any</p> <p>3 payments to Mr. Goldfine or his trust?</p> <p>4 MR. FILOSA: It's a yes or no</p> <p>5 question.</p> <p>6 A. I don't know who he is.</p> <p>7 Q. You say you don't know. The</p> <p>8 plaintiff in this case is the Eric Goldfine</p> <p>9 Self-Employment Retirement Plan and Trust;</p> <p>10 do you see that?</p> <p>11 MR. FILOSA: We can stipulate</p> <p>12 to that. It's a yes or no question.</p> <p>13 A. I don't know. No one told me</p> <p>14 Goldfine. No one send me a note that he</p> <p>15 became the owner of the note.</p> <p>16 Q. Right. Since then, have you</p> <p>17 made any payments to him?</p> <p>18 A. I don't recall.</p> <p>19 Q. Well, we are in the middle of a</p> <p>20 lawsuit, sir. Why wouldn't you recall if</p> <p>21 you made payments?</p> <p>22 A. I cannot answer it because I</p> <p>23 don't remember anyone really mentioned to</p> <p>24 me, or did anything.</p> <p>25 Q. Is there anybody that can</p>	<p style="text-align: right;">Page 68</p> <p>1 G. RAVIV</p> <p>2 any connection. I don't have any</p> <p>3 responsibility. I don't have any contact</p> <p>4 with him. So, this is it.</p> <p>5 Q. So, the answer is you made no</p> <p>6 payments to him. That's fine. That's the</p> <p>7 only answer I want. Is that the correct</p> <p>8 answer to the best of your knowledge?</p> <p>9 A. Again, I don't know the guy.</p> <p>10 MR. FILOSA: Sir, let's stop</p> <p>11 the argument. It's a yes or no</p> <p>12 question.</p> <p>13 A. No. I told you no.</p> <p>14 Q. No, you have not made any</p> <p>15 payments to the plaintiff?</p> <p>16 A. No.</p> <p>17 MR. FILOSA: The plaintiff</p> <p>18 being Eric Goldfine, for the clarity</p> <p>19 of the record.</p> <p>20 THE WITNESS: No.</p> <p>21 MR. DUVALL: I have nothing</p> <p>22 else.</p> <p>23 MR. FILOSA: No questions for</p> <p>24 the witness.</p> <p>25 Again, we sequentially omitted,</p>
<p style="text-align: right;">Page 67</p> <p>1 G. RAVIV</p> <p>2 answer that, sir, if you are not able to</p> <p>3 provide that answer?</p> <p>4 A. From my record, he's not the</p> <p>5 owner.</p> <p>6 Q. Sir, I don't want argue with</p> <p>7 you. I want to ask the question and get an</p> <p>8 answer to the question. Have you made any</p> <p>9 payments to the Eric Goldfine</p> <p>10 Self-Employment Retirement Plan and Trust?</p> <p>11 Yes or no.</p> <p>12 A. I think it's no.</p> <p>13 Q. You think the answer is no?</p> <p>14 And if you wanted to be sure, what papers</p> <p>15 would you look at, or what records would</p> <p>16 you go to to figure out if you were sure</p> <p>17 you haven't made any payments to the</p> <p>18 plaintiff?</p> <p>19 A. I answered no.</p> <p>20 Q. The answer is no, you have not</p> <p>21 made any payments?</p> <p>22 A. I don't know the guy, anything.</p> <p>23 Like you give me another name, it's the</p> <p>24 same thing. I don't make payments to</p> <p>25 someone I'm not related to. I don't have</p>	<p style="text-align: right;">Page 69</p> <p>1 G. RAVIV</p> <p>2 there is no Plaintiff's 3. We marked</p> <p>3 1 through and including 11,</p> <p>4 intentionally omitting number 3?</p> <p>5 MR. DUVALL: Whatever I</p> <p>6 mentioned, It's in the record.</p> <p>7 MR. FILOSA: Perfect. Thank</p> <p>8 you.</p> <p>9 (Whereupon, at 3:00 P.M., the</p> <p>10 Examination of this witness was</p> <p>11 concluded.)</p> <p>12</p> <p>13 ◦ ◦ ◦ ◦</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

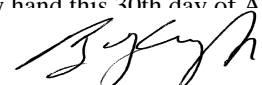
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1
2 D E C L A R A T I O N
3
4 I hereby certify that having been
5 first duly sworn to testify to the truth, I
6 gave the above testimony.
7
8 I FURTHER CERTIFY that the foregoing
9 transcript is a true and correct transcript
10 of the testimony given by me at the time
11 and place specified hereinbefore.
12
13
14
15 _____
16 GIDEON RAVIV
17
18 Subscribed and sworn to before me
19 this ____ day of _____, 20____.
20
21
22 _____
23 NOTARY PUBLIC
24
25

Page 71

1
2 E X H I B I T S
3
4 PLAINTIFF EXHIBITS
5 EXHIBIT EXHIBIT PAGE
6 NUMBER DESCRIPTION
7 Exh 1 5/1/17 Forbearance Agreement 23
8 Exh 2 10/22/19 letter 38
9 Exh 3 (No used during deposition)
10 Exh 4 Payment List 41
11 Exh 5 Extract of Discovery materials 42
12 Exh 6 E-mail exchange Aminov & DuVall 47
13 Exh 7 Letter 68 Burns to 334 Corp 48
14 Exh 8 E-mail exchange between DuVall
15 and Rabanipour 50
16 Exh 9 E-mail exchange between DuVall
17 and Jane and Julian 53
18 Exh 10 Authorization for File UCC 56
19 Exh 11 E-mail exchange between DuVall
20 and Aminov, 5/8/20 58
21 I N D E X
22 EXAMINATION BY PAGE
23 Mr. DuVall 5
24
25 INFORMATION AND/OR DOCUMENTS REQUESTED
INFORMATION AND/OR DOCUMENTS PAGE
Preserve all records 53
QUESTIONS MARKED FOR RULINGS
PAGE LINE QUESTION
(None)

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1
2 C E R T I F I C A T E
3
4 STATE OF NEW YORK)
5 : SS.:
6 COUNTY OF ROCKLAND)
7
8 I, ROBERT J. CUMMINGS, JR., a Notary
9 Public for and within the State of New
10 York, do hereby certify:
11 That the witness whose examination is
12 hereinbefore set forth was duly sworn and
13 that such examination is a true record of
14 the testimony given by that witness.
15 I further certify that I am not
16 related to any of the parties to this
17 action by blood or by marriage and that I
18 am in no way interested in the outcome of
19 this matter.
20 IN WITNESS WHEREOF, I have hereunto
21 set my hand this 30th day of August 2022.
22 
23 ROBERT J. CUMMINGS, JR.
24
25

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1 ERRATA SHEET
2 VERITEXT/NEW YORK REPORTING, LLC
3 CASE NAME: Eric Goldfine Self Employed Retirement Plan v. 68 Burns
4 New Holdings, Inc., Et Al.
5 DATE OF DEPOSITION: 8/22/2022
6 WITNESSES' NAME: Gideon Raviv
7
8 PAGE LINE (S) CHANGE REASON
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25 _____
Gideon Raviv
SUBSCRIBED AND SWORN TO BEFORE ME
THIS ____ DAY OF _____, 20____.

(NOTARY PUBLIC) MY COMMISSION EXPIRES:

[& - 58]

Page 1

&	1990's 7:19	2021 55:13	36 29:2
& 1:21 2:3,8 38:12 71:8	1998 7:20,21 11:11	2022 1:16 45:18 46:5,9 72:19	38 71:6
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1	2 37:21,25 38:5 40:4 42:19,24 43:2 44:20 46:4 71:6	22 1:16 37:22 38:13	3:00 69:9
1 22:21,23 23:3,9 23:16,19 25:2,19 26:20 28:17 29:24 31:5,22 36:4 42:16 43:25 47:20 69:3 71:5	20 55:9,15,16 64:20 70:19 73:22	221 3:2 4:2	4 40:18 41:2,5,9 71:7
10 10:12 55:25 56:5,8,13,24 71:11	2000 11:11	221.1 3:3	41 71:7
10/22/19 37:23 71:6	2001 14:6,24 15:16	221.2 3:17 4:7	42 71:7
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New York Code

Civil Practice Law and Rules

Article 31 Disclosure, Section 3116

(a) Signing. The deposition shall be submitted to the witness for examination and shall be read to or by him or her, and any changes in form or substance which the witness desires to make shall be entered at the end of the deposition with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness before any officer authorized to administer an oath. If the witness fails to sign and return the deposition within sixty days, it may be used as fully as though signed. No changes to the transcript may be made by the witness more than sixty days after submission to the witness for examination.

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